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IN THE CIRCUIT COURT FOR THE 4TH
JUDICIAL CIRCUIT IN AND FOR
DUVAL COUNTY, FLORIDA

CASE NO.:

NINORA, LLC.,

Plaintiff,

v.

MT. HAWLEY INSURANCE COMPANY,

Defendant.

COMPLAINT

Plaintiff, **NINORA, LLC** (hereinafter the “Plaintiff”) files this Complaint against Defendant, **MT. HAWLEY INSURANCE COMPANY** (hereinafter the “Defendant” or “**MT. HAWLEY**”) and alleges as follows:

INTRODUCTION

1. This is an action for breach of contract arising from the failure of Defendant to indemnify Plaintiff for losses covered by the contract of insurance issued by Defendant to Plaintiff.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this dispute because this complaint seeks damages in excess of \$30,000.00 dollars, exclusive of interest and attorneys’ fees.

3. Venue is proper in Duval County, Florida, because the cause of action arose in Duval County, Florida.

PARTIES

4. Plaintiff, **NINORA, LLC**, is over the age of majority, is the owner of the property located in Duval County, Florida, and is otherwise *sui juris*.

5. Defendant, to **MT. HAWLEY**, is a corporation licensed and conducting business in the State of Florida, including Duval County, and is otherwise *sui juris*.

GENERAL ALLEGATIONS

6. Plaintiff and Defendant entered into an insurance contract, bearing Policy Number GPK0013250, (the “Policy”), that was in full force and effect at the time of the subject date of loss. A true and correct copy of the applicable policy is attached hereto and incorporated as Exhibit “A.”

7. At all times material hereto, the Policy provided insurance coverage for property damage for the property owned by the named insured and listed in the Homeowners Policy Declarations as 4565 Lexington Ave, Jacksonville, FL 32210 (the “Property”).

8. On or about July 24, 2021, Plaintiff sustained damage to the Property as result of damage due to a wind created opening in the roofing system.

9. Plaintiff promptly and timely provided notice of the loss to Defendant, to which Defendant assigned Claim number 00499488 (the “Claim”).

10. Defendant declined to fully indemnify Plaintiff for the Claim as required by the terms and conditions of the Policy.

11. The Property was damaged by a sudden and accidental event which caused direct physical loss to the Property and is a covered loss under the terms and conditions of the Policy.

12. Defendant determined that coverage did not exist for the Claim and failed to fully indemnify the Plaintiff.

13. As a further direct and proximate cause of the Defendant’s conduct, Plaintiff has been obligated to retain the undersigned counsel to bring this action and have agreed to pay the undersigned counsel a reasonable fee for services rendered. Pursuant to Florida Statute §627.428,

and §626.9373, and others, Plaintiff is entitled to recover said attorney's fees and costs from Defendant.

14. All conditions precedent to bringing this action and to recover under the Policy have been performed by the Plaintiff or have otherwise been waived by **MT. HAWLEY**.

COUNT I - BREACH OF CONTRACT

15. Plaintiff repeats the allegations set forth in paragraphs one (1) through fourteen (14) above as if fully restated herein.

16. Plaintiff and Defendant are parties to a contract.

17. Defendant breached the contract by failing to indemnify Plaintiff for losses under the Policy.

18. As a direct and proximate cause of the Defendant's breach of contract, Plaintiff has suffered damages and continue to suffer damages.

WHEREFORE, Plaintiff demands judgment for damages, including but not limited to property damages, attorney's fees and costs pursuant to any and all laws, statutes, provisions, rules, or regulations, including put not limited to Florida Statute §627.428, and §626.9373 costs and prejudgment interest against Defendant, **MT. HAWLEY**.

REQUEST FOR JURY TRIAL

Plaintiff hereby requests a trial by jury of all issues so triable as a matter of right.

Dated: April 25, 2022

Respectfully Submitted,

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